

**CAMPBELL COUNTY SCHOOL DISTRICT #1 /
UNIVERSITY OF COLORADO MEDICINE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made between Campbell County School District #1 (“CCSD”) and University Physicians, Inc., d/b/a University of Colorado Medicine (“CU Medicine”), with a business address of 13199 E. Montview Boulevard, Aurora, CO 80045, a Colorado non-profit corporation established by the Board of Regents of the University of Colorado to serve as the fiscal and business agent for the University of Colorado School of Medicine (“SOM”) and its faculty members, including Robin Gabriels, Psy.D. (“Consultant”).

WHEREAS, the University of Colorado has established CU Medicine to serve as the business and fiscal agent of SOM.

WHEREAS, CCSD has need for professional services as described below and desires to secure the professional services of Consultant who is a SOM faculty member and employee.

WHEREAS, CU Medicine is willing to contract on behalf of SOM for the provision of such services by Consultant for CCSD.

WHEREAS, CU Medicine is an independent non-profit organization that serves as the centralized business and contracting agent for SOM, and all full-time employees of SOM, including Consultant, have assigned rights to any income earned from professional services to CU Medicine. Income from such services is billed and collected by CU Medicine and then disbursed to SOM in accordance with CU Medicine policies and procedures. CU Medicine performs centralized business and administrative functions on behalf of SOM and in no manner engages in the practice of medicine itself. The parties acknowledge and agree that CU Medicine is authorized to bill for and collect from CCSD the fees arising from this Agreement for the services performed by Consultant.

NOW, THEREFORE, it is mutually agreed as follows:

I. SERVICES

The services to be provided to CCSD are as follows:

- 1) **WPS Clinical ADOS-2 Training:** A 2-day in-depth clinical administration and scoring overview that includes demonstration and practice activities for approximately 40 to 45 attendees. A tentative schedule is attached.

- 2) **An Intensive ADOS-2 training:** A 2-day training providing hands-on administration and coding practice for up to eight assessment team members. A tentative schedule is attached.

The services to be provided under this Agreement shall be performed by Consultant or

another service provider, mutually agreed to by the parties. Consultant shall perform the services in a competent and professional manner and CCSD shall pay CU Medicine for the services in accordance with the terms and conditions set forth in this Agreement.

II. PERIOD OF PERFORMANCE

This Agreement shall be effective from **October 1st, 2023 to September 30th, 2024**, unless sooner terminated. Either party hereto may terminate this Agreement at any time by giving not less than 30 days advance written notice to the other party. Upon early termination of this Agreement, CCSD shall pay CU Medicine for all services rendered through the effective date of termination.

This Agreement may be extended, renewed or otherwise amended at any time by the mutual written consent of the parties hereto.

III. COMPENSATION

CCSD agrees to pay CU Medicine for the services performed pursuant to this Agreement, as set forth below. The parties agree that CU Medicine is authorized to bill for and collect fees for all services performed pursuant to this Agreement.

4-day training (includes 2-day WPS Clinical ADOS-2 training and 2-day Intensive ADOS-2 training) is \$8000

Total assessments for this contract will be:

Psych Dept – 10%

CU Med – 0.5%

AEF – 10%

CU Medicine will submit invoices to CCSD which will be due and payable upon receipt. CCSD agrees that if services are provided prior to the effective date of this Agreement, CCSD will compensate CU Medicine in accordance with the above stated payment rates.

Invoices should be addressed to:

Luke Danforth
ldanforth@ccsd.k12.wy.us

Payments shall be payable to “University of Colorado Medicine” at:

University of Colorado Medicine
Finance Department
P.O. Box 110247
Aurora, CO 80042-0247

contractbilling@cumedicine.us

Commercial Reasonableness/Fair Market Value/Non-Inducement

The parties represent and warrant that the fee payable under this Agreement was determined by the parties through good faith and arms' length bargaining, constitutes fair market value for the Services, and has not been determined in a manner that takes into account the volume or value of any business between the parties. Consultant is not required to use or recommend CCSD products, and the parties represent and warrant that the fee is not intended to reward Consultant for the use or recommendation of such products or to induce Consultant to use or recommend use of such company products. The parties agree that Consultant is under no obligation to solicit, refer, or solicit referrals of patients for any CCSD business. Consultant will not receive any benefit of any kind for making any referrals nor suffer any detriment for not making such referrals. The parties further agree that no amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of patients for any CCSD business by Consultant. In addition, the fees charged hereunder do not include any discount, rebate, kickback, or other reduction in charge, and the fees charged hereunder are not intended to be, nor shall they be construed as, an inducement or payment for referral, or recommendation of referral, of business between the parties. The sole purpose of the fee payable to CU Medicine hereunder is to pay fair market value for the Services provided by Consultant to CCSD.

IV. INDEPENDENT CONTRACTOR

All services hereunder shall be provided as an independent contractor. Nothing in this Agreement shall be interpreted or construed to create a relationship of employment, partnership, or joint venture between CU Medicine and CCSD. SOM shall be solely responsible for the payment of all payroll and other applicable taxes for its employee and for the payment and provision of any applicable employment benefits for its employee, including workers compensation coverage.

V. LIABILITY

As an employee of the University of Colorado, Consultant shall have professional liability coverage through the University of Colorado Self Insurance Trust and such other insurance as shall be necessary to insure against any medical malpractice claims which may arise out of direct patient care and other professional activities contemplated under this Agreement.

SOM self-insures (through the University of Colorado Self Insurance Trust) for professional liability insurance for itself and for its public employees who provide health care and other professional services pursuant to the Colorado Governmental Immunity Act (Colorado Revised Statutes, §§ 24-10-101 et. seq). The University of Colorado's self-insurance program provides coverage in accordance with the limits of the Colorado Governmental Immunity Act, which provides that the maximum amount that may be recovered against a public entity or public employee shall be:

(a) For any injury to one person in a single occurrence, the sum of four hundred twenty four thousand dollars (\$424,000.00); and

(b) For any injury to two or more persons in any single occurrence, the sum of one million one hundred ninety five thousand dollars (\$1,195,000.00); except in such instance recovery per person may not exceed four hundred twenty four thousand dollars (\$424,000.00).

Pursuant to the Colorado Governmental Immunity Act, SOM will be responsible for injuries sustained from an act or omission of a public employee occurring during the performance of the employee's duties and within the scope of his/her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against SOM.

VI. APPLICABLE LAW

This contract is expressly made subject to all laws and regulations of the United States and the State of Colorado. Contractual provisions required by such laws and regulations but not having been set out herein, are hereby incorporated by this reference as though expressly set out in full.

VII. NON-DISCRIMINATION

CU Medicine does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation or veteran status in admission and access to, and treatment and employment in, its education programs and other activities.

VIII. ACCESS TO RECORDS

The Secretary of the Department of Health and Human Services, the Comptroller General of the United States, all appropriate Federal and State departments and agencies related to Medicare and Medicaid and their duly appointed representatives, shall have the right to access all books, documents, and records of CCSD and/or CU Medicine which are pertinent to this contract. Such access shall be in accordance with the definitions, terms and conditions set forth in 42 C.F.R.420, Subpart D.

Further, CCSD and CU Medicine agree to make available in a timely manner all books, documents, and records pertinent to this contract for the purpose of billing for services, audit, and compliance with requirements and regulations of federal and state agencies and commercial insurance carriers.

IX. CONFIDENTIAL INFORMATION

CU Medicine agrees that any information or material concerning CCSD and reasonably identified by CCSD as confidential will not be disclosed to any other person or entity or used in any manner except in connection with performing the services under this Agreement. CU Medicine, upon request, will promptly return to CCSD all materials and documents containing confidential information that have been so furnished by CCSD.

The foregoing shall not apply to information that is otherwise publicly available or is required to be disclosed by law, regulation, or the order of a court or other competent legal authority.

X. INTELLECTUAL PROPERTY

CCSD acknowledges that Consultant is an employee of the University of Colorado School of Medicine and is subject to University policies concerning consulting, conflicts of interest, and intellectual property. The University maintains any and all rights in and to any discoveries in which the University has an interest that are created by its employees, as determined by University policies; including but not limited to:

Regents Policy 5.J. <https://www.cu.edu/regents/policy-5j-intellectual-property-policy-discoveries-and-patents-their-protection-and>
Administrative Policy Statement 1013: <https://www.cu.edu/ope/aps/1013>

CCSD acknowledges that, to the extent that such policies (as in effect on the date hereof) conflict with the terms of this Agreement, Consultant's obligations under University policies take priority over the obligations Consultant has by reason of this Agreement.

XI. SPEAKING CONTRACTS

With regard to any presentation delivered by Consultant at the request of CCSD pursuant to this Agreement, Consultant will have exclusive control over the content of any such presentation, including any accompanying presentation materials, handouts, or slides, based on Consultant's expertise and independent judgement. The content of such presentations, including any accompanying materials, handouts, or slides, will not be subject to the review or approval of CCSD, except that CCSD reserves the right to request limited-scope review for the sole purpose of ensuring compliance with FDA laws and regulations. In addition, any such presentation will be for the purpose of providing information of general scientific interest and concern, and will not be focused on the marketing and promotion of CCSD's products.

XII. MISCELLANEOUS PROVISIONS

Indemnity

Each party will be exclusively responsible and liable for the acts and omissions of its own employees during the course of this agreement.

Amendments

This Agreement may be amended only by written agreement signed by each of the parties hereto. This Agreement shall be binding upon, and shall inure to the benefit of the respective parties hereto and shall not be assigned without the consent of all parties hereto.

Force majeure

No liability hereunder shall result to either party by reason of delay in performance caused by *force majeure* – that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain materials and equipment.

Severability

In the event that any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is declared by a court or other competent authority to be invalid, illegal, or unenforceable, such holding or declaration shall not in any way effect the validity or enforceability of any other clause or provision of this Agreement.

Entire Agreement

This Agreement and its exhibits, if any, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written communications or understandings between the parties as to the subject matter of this Agreement and may not be changed, modified, or discharged, in whole or in part, except by a writing signed by both parties.

XIII. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested;

to CCSD: Luke Danforth
 ldanforth@ccsd.k12.wy.us

to CU Medicine: Gail Albertson, Chief Operating Officer
 University of Colorado Medicine
 P.O. Box 111719
 Aurora, CO 80042-1719
 - street address -
 13199 East Montview Boulevard
 Aurora, CO 80045

IX. SIGNATURE AUTHORITY

By signing this Agreement, CU Medicine is acting on behalf of SOM in CU Medicine’s capacity as SOM’s designated business and fiscal agent. All services to be performed pursuant to this Agreement will be carried out by SOM and its employees/faculty members, who at all times will be subject to and covered by SOM administrative policies and all applicable Colorado state law and regulation governing public employees of the state of Colorado and its component units and departments, including the University of Colorado and the University of Colorado School of Medicine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CAMPBELL COUNTY SCHOOL DISTRICT #1



Individual Name: Luke Danforth
Title: Special Programs Director
Campbell County School District

7/25/2023

Date

UNIVERSITY OF COLORADO MEDICINE

DocuSigned by:

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Brian T. Smith
Executive Director, CU Medicine
Senior Associate Dean for Finance and Administration,
University of Colorado School of Medicine

7/13/2023 | 12:45 PM MDT

Date